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8 *Attorneys for Defendant*  
9 *Wal-Mart Stores, Inc.*

UNITED STATES DISTRICT COURT

DISTRICT OF NEVADA

11 TYRONE JACKSON, an individual,

12 Plaintiff,

13 v.

14 WAL-MART STORES, INC.; DOES 1 through  
15 100; and ROE COROPORATION 101 through  
200, inclusive,

16 Defendant(s).

Case No. 2:19-cv-00737-JAD-GWF

**STIPULATED PROTECTIVE ORDER**  
**BETWEEN PLAINTIFF TYRONE**  
**JACKSON AND DEFENDANT WAL-**  
**MART STORES, INC.**

17  
18 The parties to this action, Defendant WAL-MART STORES, INC. ("Walmart" or  
19 "Defendant") and Plaintiff TYRONE JACKSON ("Plaintiff") (collectively, the "Parties"), by their  
20 respective counsel, hereby stipulate and request that the Court enter a stipulated protective order  
21 pursuant as follows:

22 1. The Protective Order shall be entered pursuant to *the Federal Rules of Civil*  
23 *Procedure.*

24 2. The Protective Order shall govern all materials deemed to be "Confidential  
25 Information." Such Confidential Information shall include the following:

- 26 (a) Any and all documents referring or related to confidential and proprietary  
27 human resources or business information; financial records of the parties;  
28 compensation of Defendant's current or former personnel; policies, procedures

1 and/or training materials of Defendant and/or Defendant's organizational  
2 structure;

3 (b) Any documents from the personnel, medical or workers' compensation file of  
4 any current or former employee or contractor;

5 (c) Any documents relating to the medical and/or health information of any of  
6 Defendant's current or former employees or contractors;

7 (d) Any portions of depositions (audio or video) where Confidential Information is  
8 disclosed or used as exhibits.  
9

10 3. In the case of documents and the information contained therein, designation of  
11 Confidential Information produced shall be made by (1) identifying said documents as confidential in  
12 Defendant's FRCP 26(a) disclosures; (2) placing the following legend on the face of the document and  
13 each page so designated "CONFIDENTIAL;" or (3) otherwise expressly identified as confidential via  
14 written correspondence. Defendant will use its best efforts to limit the number of documents  
15 designated Confidential.

16 4. Confidential Information shall be held in confidence by each qualified recipient to  
17 whom it is disclosed, shall be used only for purposes of this action, shall not be used for any business  
18 purpose, and shall not be disclosed to any person who is not a qualified recipient. All produced  
19 Confidential Information shall be carefully maintained so as to preclude access by persons who are not  
20 qualified recipients.

21 5. Qualified recipients shall include only the following:

22 (a) In-house counsel and law firms for each party and the secretarial, clerical and  
23 paralegal staff of each;

24 (b) Deposition notaries and staff;

25 (c) Persons other than legal counsel who have been retained or specially employed  
26 by a party as an expert witness for purposes of this lawsuit or to perform  
27 investigative work or fact research;

28 (d) Deponents during the course of their depositions or potential witnesses of this

1 case; and

2 (e) The parties to this litigation, their officers and professional employees.

3 6. Each counsel shall be responsible for providing notice of the Protective Order and the  
4 terms therein to persons to whom they disclose "Confidential Information," as defined by the terms of  
5 the Protective Order.

6 Persons to whom confidential information is shown shall be informed of the terms of this  
7 Order and advised that its breach may be punished or sanctioned as contempt of the Court. Such  
8 deponents may be shown Confidential materials during their deposition but shall not be permitted to  
9 keep copies of said Confidential materials nor any portion of the deposition transcript reflecting the  
10 Confidential Information.

11 If either party objects to the claims that information should be deemed Confidential, that  
12 party's counsel shall inform opposing counsel in writing within thirty (30) days of receipt of the  
13 Confidential materials that the information should not be so deemed, and the parties shall attempt first  
14 to dispose of such disputes in good faith and on an informal basis. If the parties are unable to resolve  
15 their dispute, the opposing party may indicate precisely what documents are to be deemed not  
16 confidential, and the movant would have the burden of proof in justifying the protective order with  
17 respect to those documents pursuant to *Cipollone v. Liggett Group, Inc.*, 785 F.2d 1108, 1122 (3d Cir.  
18 1986). The information shall continue to have Confidential status during the pendency of any such  
19 motion.

20 No copies of Confidential Information shall be made except by or on behalf of attorneys of  
21 record, in-house counsel or the parties in this action. Any person making copies of such information  
22 shall maintain all copies within their possession or the possession of those entitled to access to such  
23 information under the Protective Order.

24 7. Any party that inadvertently discloses or produces in this action a document or  
25 information that it considers privileged or otherwise protected from discovery, in whole or in part,  
26 shall not be deemed to have waived any applicable privilege or protection by reason of such disclosure  
27 or production if, within 14 days of discovering that such document or information has been disclosed  
28 or produced, the producing party gives written notice to the receiving party identifying the document

1 or information in question, the asserted privileges or protection, and the grounds there for, with a  
2 request that all copies of the document or information be returned or destroyed. The receiving party  
3 shall return or destroy the inadvertently disclosed documents, upon receipt of appropriately marked  
4 replacement documents.

5 8. The termination of this action shall not relieve the parties and persons obligated  
6 hereunder from their responsibility to maintain the confidentiality of information designated  
7 confidential pursuant to this Order.

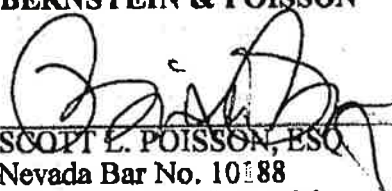
8 9. Within thirty (30) days of the final adjudication or resolution of this Lawsuit, the party  
9 receiving Confidential Information shall destroy all Confidential Material, including all copies and  
10 reproductions thereof, to counsel for the designating party.

11 10. Nothing in this Order shall be construed as an admission to the relevance, authenticity,  
12 foundation or admissibility of any document, material, transcript or other information.

13 11. Nothing in the Protective Order shall be deemed to preclude any party from seeking  
14 and obtaining, on an appropriate showing, a modification of this Order.

15  
16 DATED this 18 day of August, 2019.

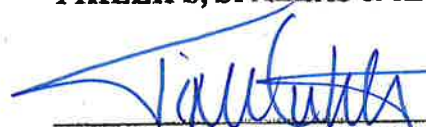
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23 *Attorneys for Plaintiff*  
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DATED this 18 day of August, 2019.

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*Attorneys for Defendant*  
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IT IS SO ORDERED.

  
UNITED STATES MAGISTRATE JUDGE

Dated: August 30, 2019